

## Message Text

LIMITED OFFICIAL USE

PAGE 01 TANANA 01634 01 OF 02 271248Z

43

ACTION AF-18

INFO OCT-01 ISO-00 ACDA-19 CIAE-00 DODE-00 PM-07 INR-10

L-03 NSAE-00 NSC-10 RSC-01 SCI-06 DRC-01 EB-11 OMB-01

TRSE-00 AID-20 /108 W

----- 090499

P 270700Z NOV 73

FM AMEMBASSY TANANARIVE

TO SECSTATE WASHDC PRIORITY 5810

INFO NASA HEADQUARTERS WASHDC PRIORITY

LIMITED OFFICIAL USE SECTION 1 OF 2 TANANARIVE 1634/1

E. O. 11652: N/A

TAGS: TSPA, MA, US

SUBJ: NASA STATION NEGOTIATIONS

REFS: A) STATE 230865; C) TANANARIVE 1616;

B) STATE 230708; D) TANANARIVE 1557

BEGIN SUMMARY: OPENING SESSION NASA NEGOTIATIONS REVIEWED BOTH SIDES' INITIAL POSITIONS. GOMR INSISTS 1967 AGREEMENT PROVIDES FOR LAND RENTAL PAYMENT, REJECTS CONCEPT OF PAST AID AS QUID PRO QSO, AND IS CLAIMING TWO BILLION FMG FOR RENT SINCE 1964 PLUS PAYMENT 85 MILLION OF NASA'S PREVIOUS POINT-TO-POINT COMMUNICATIONS. GOMR DISPOSED RENEW AGREEMENT WITH RENT AT 200 MILLION FMG YEAR PLUS MALAGASIZATION TO BE WORKED OUT. SUBSTANCE MINISTER TERRITORIAL DEVELOPMENT ANDRIVAHAZO'S RECENT DISCUSSIONS IN WASHINGTON UNKNOWN TO MALAGASY SIDE. U.S. SIDE REVIEWED REASONS WHY DOES NOT BELIEVE PAST RENT DUE OTHER THAN POSSIBLE SYMBOLIC PAYMENT. PROMISED ATTEMPT DOCUMENT BELIEF GOMR ALREADY COMPENSATED FOR POINT-TO-POINT COMMUNICATIONS. CORDIAL THROUGHOUT, BOTH SIDES AGREED RENEW DISCUSSIONS DEC 3. GOMR POSITION WILL HOPEFULLY SOFTEN AFTER ANDRIAMAHAZO HAS CHANCE REPORT ON WASHINGTON TALKS. END SUMMARY.

1. IN VIEW IMMINENCE INTERAGENCY DISCUSSION (PARA 6, REF A),

LIMITED OFFICIAL USE

LIMITED OFFICIAL USE

PAGE 02 TANANA 01634 01 OF 02 271248Z

THIS TEL OUTLINES INITIAL SESSION NASA STATION NEGOTIATIONS

NOV 26 (REF C) IN COSIDERABLE DETAIL. GOMR SIDE HEADED BY MOFA DIRECTOR OF STUDIES PAUL RAKGTONDRAMASY AND INCLUDED EDSON RAHALISON, SEC GEN MIN TERRITORIAL DEVELOPMENT; ELOI RAPIERA, DIRECTOR OF POSTS AND TELECOMMUNINATIONS; JOSEPH RAVELONAHINA, DIRECTOR OF REAL ESTATE SERVICE (SERVICES FONCIERS), MIN ECON & FINANCE; AND NFNORAT IFEHENJ OFSLAHTER'S OFFICE. AMERICANS WHERE CHARGE MATHERON AND NASA STATION DIRECTOR EDELINE.

2. FONMIN REPIOPENED SESSION BY THANKING AMERICAN REPS FOR QUICK POSITIVE EMBASSY RESPONSE TO GOMR SUGGESTION OPEN NEGOTIATIONS. IN VIEW OF STATION PRESENT AGREEMENT, HE REITERATED THERE IS CERTAIN URGENCY TO DISCUSSIONS ALTHOUGH REALIZED BOTH SIDES WOULD HAVE TO REFER MATTERS BACK TO OWN GOVTS AND TECHNICIANS. THERE ARE TWO PRINCIPAL MATTERS: (A) STATION AGREEMENT, WHICH GOMR IS DISPOSED TO RENEW "UNDER CERTAIN CONDITIONS", AND (B) QUESTION OF "ARREARS".

3. FONMIN REP, AS EXPECTED, FELT IT NECESSARY SETTLE ARREARS QUESTION FIRST. HE TOOK POSITION THAT RENTAL PAYMENT WAS EXPLICIT IN OCT 7, 1963 AGREEMENT BUT THAT THE RATE HAD NEVER BEEN AGREED TO. HE WAS CONFIDENT BOTH SIDES WOULD STUDY QUESTION TOGETHER IN GOOD FAITH AND THAT MATTER IS A SIMPLE ONE OF SETTLEMENT (REGULARISATION) OF LEGITIMATE DEBT. ASIDE FROM RENTAL PAYMENT, THERE IS ALSO QUESTION OF SETTLING WITH P&T FOR AMOUNTS OWED UNDER CLAUSE 3(B) OF ORIGINAL AGREEMENT. COMMENT: THIS IS FIRST TIME SECOND ARREARS ISSUE HAS BEEN RAISED IN CURRENT SERIES OF NEGOTIATIONS. END COMMENT.

4. RETURNING BRIEFLY TO RENEWAL OF AGREEMENT QUESTION AS PART OF ORIGINAL PRESENTATION, FONMIN REP MERELY MENTIONED GOMR'S DESIRE FOR MALAGASIZATION OF NASA STATION "WITHIN THE MEASURE OF OUR (I.E., MALAGSY) MEANS", AND ALONG THIS LINE GOMR IS CONSIDERING APPOINTMENT P&T AS RESPONSIBLE AGENCY FOR STATION OPERATIONS. EXACT MEANS WOULD BE SUBJECT LATER DISCUSSIONS.

5. IN INITIAL RESPONSE, CHARGE EXPRESSED SATISFACTION AT GOMR'S DECISION TO RENEW STATION AGREEMENT AND POINTED OUT USG AGREED WITH GOAL OF COMPLETE MALAGASIZATION OF STATION OPERATIONS. NASA IS ALREADY MOVING AHEAD WITH CONCRETE PLANS FOR ACCELERATED MALAGASIZATION. EMBASSY HAD ALREADY HAD INFORMAL DISCUSSIONS ON SUB-LIMITED OFFICIAL USE

LIMITED OFFICIAL USE

PAGE 03 TANANA 01634 01 OF 02 271248Z

JECT WITH MOFA DIRECTOR BILATERAL RELATIONS CONCERNING CHOICE OF A COOPERATING AGENCY AND AGREES THAT P&T IS A LOGICAL CHOICE (REF D).

6. AS REGARDS WHAT MALAGASY SIDE CONSIDERS "ARREARS", CHARGE EXPLAINED THAT IT IS US POSITION PAST RENT IS NOT DUE BECAUSE USG AND GOMR HAD HERETOFORE ALWAYS REACHED GRAL AGREEMENT CONCERNING US ASSISTANCE AS COUNTERPART FOR USE OF LAND; ALTHOUGH THESE

LINKAGE AGREEMENTS WERE ONLY ORAL, US SIDE FEELS THAT THEY ARE NO LESS VALID. ORAL AGREEMENTS ARE COMMON IN INTERNATIONAL RELATIONS, AND US REPS BELIEVE THOSE REACHED BY USG AND GOMR IN PAST SHOULD BE RESPECTED. USG HAD NEGOTIATED AGREEMENTS IN GOOD FAITH AND WAS SURPRISED THAT RENTAL PAYMENT IS BEING BROUGHT UP NOW, PARTICULARLY FOR PAST YEARS.

7. CHARGE CONTINUED BY EXPLAINING THAT, ASIDE FROM PRINCIPLE, ENORMOUS DIFFICULTIES WOULD BE ENCOUNTERED TRYING TO GET LEGISLATIVE AUTHORIZATION AND APPROPRIATION TO MAKE PAYMENT FOR RENT FOR PREVIOUS FISCAL YEARS, ALL THE MORE SO BECAUSE IT HAD ALWAYS BEEN MUTUAL UNDERSTANDING THAT US ASSISTANCE REPRESENTED VALID COUNTERPART. ALSO, IT WAS CHARGE'S UNDERSTANDING THAT WHEN THIS EXPLAINED VERY RECENTLY TO MIN TERR DEV GEN ANDRIAMAHAZO IN WASH, HE HAD MENTIONED POSSIBILITY OF GOMR'S ACCEPTING SYMBLIC PAYMENT FOR CURRENT FISCAL YEAR. CHARGE THEN ASKED FOR CLARIFICATION OF ARREARS CLAIMED TO BE DUE P&T UNDER CLAUSE 3(B).

LIMITED OFFICIAL USE

NNN

LIMITED OFFICIAL USE

PAGE 01 TANANA 01634 02 OF 02 281336Z

51

ACTION AF-18

INFO OCT-01 ISO-00 ACDA-19 CIAE-00 DODE-00 PM-07 INR-10

L-03 NSAE-00 NSC-10 RSC-01 SCI-06 EB-11 OMB-01 TRSE-00

AID-20 DRC-01 /108 W

----- 100969

P 270700Z NOV 73

FM AMEMBASSY TANANARIVE

TO SECSTATE WASHDC PRIORITY 5811

INFO NASA HEADQUARTERS WASHDC PRIORITY

LIMITED OFFICIAL USE SECTION 2 OF 2 TANANARIVE 1634/2

8. GOMR SIDE OBVIOUSLY CAUGHT OFF BALANCE BY MENTION OF WASH TALKS. AFTER CONSIDERABLE DISCUSSION IN MALAGASY, FONMIN REP SAID THAT THEY WOULD, OF COURSE, CHECK FURTHER WITH GEN ANDRIAMAHAZO BUT, ON BASIS CURRENT INSTRUCTIONS, OFFICIAL GOMR REPS WERE TO INSIST ON PAYMENT OF ARREARS REPRESENTING "INTENDED US OF LAND (DESTINATION DU TERRAIN) CEDED TO NASA". COMMENT: THAT APPARENTLY JIBES

WITH POSITION PARA 5, REF A. END COMMENT. CONFUSION AROSE AMONG GOMR REPS WHEN THEY COULD NOT REMEMBER (SPEAKING IN MALAGASY AMONG SELVES) WHETHER AMOUNT "CALCULATED" WAS TWO OR FIVE BILLION FMG FOR USE OF ONE THOUSAND HECTARES OF LAND SINCE BEGINNING OF STATION AT PRESENT LOCATION. FINALLY SETTLED ON TWO BILLION (\$9.3 MILLION) AND CONVEYED FIGURE IN FRENCH. GOMR, FONMIN REP SAID, IS ALSO PROPOSING FIGURE OF 200 MILLION FMG (APPROX \$930,000) PER YEAR FOR FUTURE USE OF LAND PRESENTLY CEDED TO NASA STATION.

9. FONMIN REP CONTINUED BY SAYING THAT MENTION OF AID AS COUNTERPART FOR LAND USE SURPRISED HIM PERSONALLY SINCE 1963 AGREEMENT HAD SPECIFICALLY MENTIONED RENTAL AND GOMR IS INSISTING ON RESPECT OF SPIRIT OF THAT AGREEMENT. AS REGARDS USG INTERNAL DIFFICULTIES ABOUT AUTHORIZATION FOR PAST PAYMENT, SURELY USG HAD PAID RECOGNIZED PAST DEBTS WHEN AGREEMENTS PROVIDED FOR LATER SETTLEMENT.

10. CHARGE AGREED THAT THAT WAS IMPORTANT POINT. CLAUSE 2(A) OF LIMITED OFFICIAL USE

LIMITED OFFICIAL USE

PAGE 02 TANANA 01634 02 OF 02 281336Z

AGREEMENT, TO WHICH GOMR DELS AGREED THEY WERE REFERRING, MENTIONS "MALAGASY GOVT SHALL USE ITS BEST EFFORTS TO INSURE THAT LAND AREAS AND RIGHTS-OF-WAY REQUIRED FOR STATION SHALL BE LEASED TO USG, ETC." NO MENTION MADE EITHER OF PAYMENT OR OF NECESSITY TO FIX RATE OF RENT. BASED ON PERSONAL EXPERIENCE, CHARGE BELIEVED IT IS NOT UNCOMMON FOR LAND TO BE LEASED FOR NO PAYMENT AT ALL OR MERELY SYMBOLIC PAYMENT. IN ANY EVENT, GOMR HAD ALWAYS INDICATED AID WAS SUFFICIENT COUNTERPART. HAD IT NOT BEEN SO DECIDED OR IF IT HAD BEEN AGREED SOME MONETARY SETTLEMENT WAS TO BE MADE AT A LATER DATE, SURELY GOMR REPS WOULD HAVE INSISTED THAT TERMS OF PAYMENT BE COVERED IN WRITING AT THE TIMES AGREEMENT WAS ORIGINALLY MADE OR AT LEAST EXTENDED.

11. CHARGE THEN STATED IT HIS UNDERSTANDING THAT CLAUSE 2(A) INCLUDED FOR THE SOLE PURPOSE OF COVERING PRIVATE LANDOWNERS WHOSE ACREAGE MIGHT BE INCLUDED WITHIN AREA PUT AT NASA'S DISPOSITION. CITED EXAMPLE OF NASA' HAVING REIMBURSED AN INDIVIDUAL WHO CLAIMED SOME OF TREES WITHIN THIS AREA WHICH HAD BEEN CUT DOWN WERE HIS ON TRADITIONAL GROUNDS ALTHOUGH TECHNICALLY HE DID NOT HAVE TITLE TO THEM. PAYMENT HAD BEEN MADE TO SHOW NASA'S GOOD FAITH. OTHER THAN ABOVE CASE, NASA HAD NEVER USED PRIVATE LAND WITHIN CONCESSION, ONLY STATE-OWNED LAND. DIRECTOR OF REAL ESTATE SERVICE THEN VENTURED THAT LAND WASN'T TRULY PART OF STATE DOMAIN BUT BELONGED TO WATERS AND FORESTS SERVICE AND SHOULD, THEREFORE, BE PAID FOR AS IF IT BELONGED TO INDIVIDUAL. AFTER CONFIRMATION WITH STATION DIRECTOR, CHARGE POINTED OUT THAT CONCESSION WAS STILL UNDER CONTROL OF WATERS AND FORESTS, AND IT WAS AGREED SERVICE COULD CONTINUE TO USE LAND FOR ITS OWN PURPOSES AS LONG AS THEY DID NOT CONFLICT WITH RIGHTS OF NASA UNDER AGREEMENT.

12. APPARENTLY CONSIDERING SUBJECT EXHAUSTED FOR FIRST SESSION, FONMIN REP THEN MOVED ON TO QUESTION OF LUMP-SUM FEE FOR POINT-TO-POINT COMMUNICATION WHICH NASA STATION USED IN PAST. DIRECTOR OF P&T CLAIMED ONLY PARTIAL PAYMENT IN FORM NASA SURPLUS EQUIPMENT HAD BEEN RECEIVED TO DATE AND CLAIMED ADDITIONAL PAYMENT OF 85 MILLION FMG (\$396,000) IN FORM OF MONEY OR EQUIPMENT STILL DUE. AFTER CONSULTING WITH STATION DIRECTOR, CHARGE EXPLAINED THAT IT WAS STATION DIRECTOR'S UNDERSTANDING COMPENSATION TO P&T HAD BEEN ACCOMPLISHED TO SATISFACTION BOTH PARTIES. P&T DIRECTOR THEN SHOWED CHARGE INTERNAL GOMR DOCUMENT OF APRIL 5, 1971 WHERE IT WAS SUGGESTED THAT THIS SUM BE INSISTED UPON BEFORE LIMITED OFFICIAL USE

LIMITED OFFICIAL USE

PAGE 03 TANANA 01634 02 OF 02 281336Z

AGREEMENT EXTENDED. CHARGE SAID THAT EXTENSION AGREEMENT OF SEPTEMBER 16/21, 1971 MADE NO MENTION, AND WE COULD, THEREFORE, ASSUME THIS ISSUE WAS SETTLED. NEVERTHELESS, STATION DIRECTOR PROMISED TO SEARCH FILES, AND IF DOCUMENTATION OF PAYMENT NOT AVAILABLE LOCALLY, WOULD QUERY NASA.

13. FONMIN REP CONCLUDED SESSION BY SUMMARIZING BOTH GOMR AND USG POSITIONS ACCURATELY AND SUGGESTING THAT NEGOTIATIONS BE CONTINUED MORNING DEC 3 AFTER EACH SIDE HAD HAD SUFFICIENT OPPORTUNITY TO REPORT TO OWN GOVTS AND GET NEW INSTRUCTIONS. DISCUSSIONS WERE ENTIRELY FRIENDLY THROUGHOUT WITH NO SUGGESTION THAT USG HAD ACTED IN BAD FAITH CONCERNING ALLEGED ARREARS.

14. BELIEVE THERE IS GOOD CHANCE GOMR WILL SOFTEN CONDITIONS AFTER GEN ANDRIAMAHAZO HAS CHANCE TO REPORT. EXORBITANT FEES BEING REQUESTED BY OFFICIAL DEL AND POSITION IN MALAGASY EMBASSY/WASH NOTE ABOUT RENT BEING BASED ON IMPORTANCE OF NASA STATION MAY HAVE BEEN SET WITHOUT CONSULTING HIM AFTER WASH TALKS. GIVEN HIS IMPORTANCE IN PRESENT GOVT, IT WOULD SEEM UNLIKELY GOMR WOULD COMPLETELY REPUDIATE POSITION HE TOOK. HOWEVER, IT SEEMS EQUALLY DOUBTFUL THAT GOMR WOULD SETTLE FOR ONE DOLLAR SYMBOLIC PAST RENT UNLESS IT THINKING OF ASKING CONSIDERABLY MORE THAN AGRICULTURAL RENT FOR FUTURE YEARS. MALAGASY OBVIOUSLY SEE FIGURE AS NEGOTIABLE. ANDRIAMAHAZO, INCIDENTALLY, SPOKE DURING AIRPORT INTERVIEW UPON RETURN FROM WASH OF AID ASSURANCES OF WILLINGNESS TO CONTINUE AMBILA-BRICKAVILLE RAILROAD PROJECT.  
MATHERON

LIMITED OFFICIAL USE

NNN

## Message Attributes

**Automatic Decaptioning:** X  
**Capture Date:** 01 JAN 1994  
**Channel Indicators:** n/a  
**Current Classification:** UNCLASSIFIED  
**Concepts:** TECHNICAL ASSISTANCE, NEGOTIATIONS, TRACKING STATIONS, FOREIGN POLICY POSITION  
**Control Number:** n/a  
**Copy:** SINGLE  
**Draft Date:** 27 NOV 1973  
**Decaption Date:** 01 JAN 1960  
**Decaption Note:**  
**Disposition Action:** RELEASED  
**Disposition Approved on Date:**  
**Disposition Authority:** golinofr  
**Disposition Case Number:** n/a  
**Disposition Comment:** 25 YEAR REVIEW  
**Disposition Date:** 28 MAY 2004  
**Disposition Event:**  
**Disposition History:** n/a  
**Disposition Reason:**  
**Disposition Remarks:**  
**Document Number:** 1973TANANA01634  
**Document Source:** CORE  
**Document Unique ID:** 00  
**Drafter:** n/a  
**Enclosure:** n/a  
**Executive Order:** N/A  
**Errors:** N/A  
**Film Number:** n/a  
**From:** TANANARIVE  
**Handling Restrictions:** n/a  
**Image Path:**  
**ISecure:** 1  
**Legacy Key:** link1973/newtext/t1973119/aaaaagqr.tel  
**Line Count:** 267  
**Locator:** TEXT ON-LINE  
**Office:** ACTION AF  
**Original Classification:** LIMITED OFFICIAL USE  
**Original Handling Restrictions:** n/a  
**Original Previous Classification:** n/a  
**Original Previous Handling Restrictions:** n/a  
**Page Count:** 5  
**Previous Channel Indicators:**  
**Previous Classification:** LIMITED OFFICIAL USE  
**Previous Handling Restrictions:** n/a  
**Reference:** A) STATE 230865; C) TANANARIVE 1616;  
**Review Action:** RELEASED, APPROVED  
**Review Authority:** golinofr  
**Review Comment:** n/a  
**Review Content Flags:**  
**Review Date:** 10 JAN 2002  
**Review Event:**  
**Review Exemptions:** n/a  
**Review History:** RELEASED <10-Jan-2002 by martinjw>; APPROVED <31-Jan-2002 by golinofr>  
**Review Markings:**

Declassified/Released  
US Department of State  
EO Systematic Review  
30 JUN 2005

**Review Media Identifier:**  
**Review Referrals:** n/a  
**Review Release Date:** n/a  
**Review Release Event:** n/a  
**Review Transfer Date:**  
**Review Withdrawn Fields:** n/a  
**Secure:** OPEN  
**Status:** NATIVE  
**Subject:** NASA STATION NEGOTIATIONS  
**TAGS:** TSPA, MA, US, NASA  
**To:** STATE  
**Type:** TE  
**Markings:** Declassified/Released US Department of State EO Systematic Review 30 JUN 2005